

THE LAW OFFICES OF RANDOLPH H. GOLDBERG  
 RANDOLPH H. GOLDBERG, ESQ.  
 4000 S. Eastern  
 Suite 200  
 Las Vegas, Nevada 89119  
 (702) 735-1500  
 Attorney for Debtor(s)  
 Nevada State Bar no. 5970

UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA

\* \* \* \* \*

In re:	)	BANKRUPTCY NUMBER:
	)	BK-S-09-15908-BAM
JAMES & RUBY DAVIS	)	Chapter 13
	)	TRUSTEE: RICK YARNALL
	)	
Debtor(s),	)	Date: 02/18/2010
	)	Time: 2:30 PM

MOTION FOR APPROVAL FOR DEBTOR(S) TO OBTAIN A LOAN MODIFICATION

Comes now, the Debtors above-named, by and through HER attorney, RANDOLPH H. GOLDBERG, ESQ., moves this Court to allow the debtor(s) to obtain a loan modification on their residence.

STATEMENT OF FACTS

The Debtor(s) will be doing a loan modification on their present residence located at 6655 OCTAVE AVENUE, LAS VEGAS, NEVADA, 89139. The debtor(s) will be receiving the loan modification from BANK OF AMERICA HOME LOANS.

The loan modification will allow the debtor to lock in an interest rate so that they can maintain monthly payments on their residence as well as any other monetary obligations that they currently have which includes the chapter 13 trustee payments. Debtors will not be receiving any monies from the loan

1 modification.  
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3 The Debtor prays the court grants the loan modification.  
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6 DATED this 6<sup>TH</sup> day of JANUARY, 2010.  
7

8 Respectfully submitted:  
9

10 THE LAW OFFICES OF  
11 RANDOLPH H. GOLDBERG

12 By/s/Randolph H. Goldberg/s/  
13 RANDOLPH H. GOLDBERG, ESQ.  
14 4000 S. Eastern, Suite 200  
15 Las Vegas, Nevada 89119  
16 Attorney for Debtor  
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**EXHIBIT 1**

## **Bank of America Home Loans**

Ruby Davis  
RANDOLPH GOLDBERG  
4000 S EASTERN AVE #200  
LAS VEGAS, NV 89119

RE: Loan Modification Offer Related to Loan # 105938403 BK case#  
09 - 15908

**Enclosed is the loan modification offered to your client from Bank of America Home Loans. THIS IS THE ORIGINAL WHICH MUST BE SIGNED, NOTARIZED (IF INDICATED) AND RETURNED WITHIN 30 DAYS.**

You and your client must secure court approval before the loan modification can be completed. Within the next 30 days, please return the signed modification agreement, together with a copy of the court's order granting approval to execute the modification. To expedite processing, please use the enclosed FEDEX envelope to return the requested documents.

NOTE: THIS OFFER IS VALID FOR 30 DAYS FROM THE DATE DOCUMENTS BEING MAILED WHICH 12/15/2009 ENCLOSED DOCUMENTS. Failure to obtain court approval and return the above requested documents will result in automatic cancellation of this offer.

Please return a copy of the court approval and signed docs using the enclosed FEDEX envelope to the address below:

Bank of America Home Loans  
2375 N. Glenville Rd BLDG B  
Mail Stop TX2-983-05-01  
Richardson TX, 75082

If you have any questions related to the terms of the enclosed offer, please contact Bankruptcy Department in the Home Retention Division at 972.498.2502

Thank you!  
Bank of America Home Loans

Cc MILES, BAUER, BERGSTROM & WINTERS  
2200 PASEO VERDE PKWY STE 250  
HENDERSON, NV 89052

# Bank of America



BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 Countrywide Way  
Simi Valley, CA 93065

December 14, 2009

RUBY DAVIS  
6655 Octave Ave  
Las Vegas NV 89139 - 6749

Loan# 105938403  
Property 6655 OCTAVE AVENUE  
Address: LAS VEGAS, NV 89139

## IMPORTANT MESSAGE ABOUT YOUR LOAN

Dear RUBY DAVIS,

BAC Home Loans Servicing, LP is committed to helping our valued customers who may be having difficulty in making their mortgage payments. Enclosed is a proposed agreement to modify your loan. This modification agreement will not be binding or effective unless and until it has been signed by both you and BAC Home Loans Servicing, LP. Further, in order for the loan modification to become effective, you must complete the actions in the "To Accept the Proposed Modification" section of this letter by no later than January 14, 2010.

## SUMMARY OF PROPOSED MODIFICATION

Current Interest Rate	5.500%
New Interest Rate	2.000%
Unpaid Principal Balance <sup>2</sup>	\$426,296.10
New Maturity Date <sup>3</sup>	2/1/2045
Effective Date	3/1/2010
Interest Rate Term	420

### A breakdown of your new monthly payment is as follows:

P&I Payment:	\$1,412.16
Escrow / Option ins:	\$317.31
New Monthly Payment: <sup>4</sup>	\$1,729.47

## TO ACCEPT THE PROPOSED MODIFICATION, COMPLETE THE FOLLOWING BY January 14, 2010:

1. Carefully review all documentation enclosed. <sup>5</sup> On the following pages, we have outlined important legal terms and notices of this change. It is very important that you read and understand these terms.
2. Sign and date the enclosed Loan Modification Agreement in the presence of a notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears on the enclosed agreement.

### Special Requirements if the loan Modification Agreement is being executed in California:

If executing the Loan Modification Agreement in the state of California, you must also sign and execute the California Notary Acknowledgement in the presence of a Notary. It will be utilized by the notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

(Additional items to be completed on next page)

- 1 The enclosed terms are based upon information you provided to us and may be subject to validation.
- 2 Your "Unpaid Principal Balance" is calculated by adding the Delinquent Balance of \$26,296.10 to your current Unpaid Principal Balance of \$400,000.00.
- 3 Your new maturity date may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal balance by the maturity date for your loan.
- 4 Your first new monthly payment is due with the executed agreement. This payment is subject to change if your escrow payment changes. Escrow includes amounts to pay taxes and insurance on your home.
- 5 BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

**Bank of America****3. Remit the Total Amount Due of \$1,729.47 in CERTIFIED CHECK OR MONEY ORDER.**

First New Monthly Payment:	\$1,729.47
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$0.00
Foreclosure Fees:	\$138.46
Bankruptcy Fees:	\$0.00
Property Inspection:	\$0.00
Late Charges Due:	\$84.74
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Less: Funds Held in Suspense	\$223.20
Less: Additional Contribution Agreed To	\$0.00
<b>Total Amount Due with Executed Agreement:</b>	<b>\$1,729.47</b>

**4. Using the pre-addressed, pre-paid FedEx envelope and the address label provided, return all properly signed and notarized documents and Total Amount Due no later than January 14, 2010.****DID YOU REMEMBER**

- ☐ Loan Modification Agreement  
(See Item #2 above)
- ☐ California Notary Acknowledgement  
(If applicable. See Above)
- ☐ Certified Check or Money Order for the Total Amount Due

NOTE: Failure to return all documents correctly signed, dated and notarized and the first payment as requested will result in processing delays.

**IMPORTANT TERMS OF PROPOSED MODIFICATION**

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms. Please read this section carefully to understand the impact of this modification on your current mortgage.

**Delinquent Balance**

The following shows your current delinquent balance as of January 14, 2010. This reflects the total amount needed to bring your loan current. The proposed modification will cure the below delinquency and bring your loan current; however, it may also increase your monthly payment.

Delinquent Interest accrued from March 1, 2009 to February 1, 2010:	\$21,999.96
Fees and Costs*:	\$161.54
Delinquent Escrow	\$4,134.60
Total Amount to be added to your Principal Balance :	\$26,296.10

**Fees and Costs are Estimated\***

Fees may include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, title report fees, recording fees and/or subordination fees. We have made every attempt to estimate the amount of fees and costs that may have been incurred and not yet paid by Bank of America Home Loans, LP in the servicing of your loan. Fees and costs incurred but not yet billed and not included above will remain your responsibility following the modification.

You will not pay any modification fee in connection with this agreement.

# Bank of America



## Notice of Interest Rate Changes

Your current interest rate is 5.500%

Under the terms of the modification, your loan becomes a STEP RATE LOAN. Your new reduced rate of 2.000% will be effective as of the March 1, 2010 payment.

A breakdown of the scheduled interest rate changes is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-2	2.000%	2/1/2010	Principal and Interest	\$1,412.16	3/1/2010	24
3	3.000%	2/1/2012	Principal and Interest	\$1,628.79	3/1/2012	12
4	4.000%	2/1/2013	Principal and Interest	\$1,856.45	3/1/2013	12
5	4.750%	2/1/2014	Principal and Interest	\$2,032.86	3/1/2014	372

## Other Conditions that May Apply

Upon request, you may be asked to provide a copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last two (2) quarters of your Profit and Loss Statements (P&L Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.

In some cases, a lender's title insurance policy or endorsement may be required. The policy insures the modified mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the modified mortgage.

If any issues arise between the date of this letter and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may not sign the modification agreement and we may pursue all collection action, including foreclosure.

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. **In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than January 14, 2010 we will continue our collections actions without giving you additional notices or response periods.**

## IF YOU HAVE QUESTIONS

If you have any questions about this program, please contact us at 800.669.6607. Our dedicated Loan Consultants can be reached from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday. You can also learn more about our Homeownership Retention Program by visiting us online at [www.bankofamerica.com](http://www.bankofamerica.com).

We are committed to providing you the help you need to remain in your home. Please take advantage of this offer by completing the enclosed forms, or call us to see how we can help you. We look forward to receiving all required documents and your Total Amount Due prior to the document return deadline of January 14, 2010.

Sincerely,

Home Retention Division  
BAC Home Loans Servicing, LP

RECORDING REQUESTED BY  
 BAC Home Loans Servicing, LP  
 Attn Home Retention Division: SV-HRD S-L  
 400 Countrywide Way  
 Simi Valley, CA 93065

Loan #: 105938403

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 14th day of December 2009, between RUBY DAVIS, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 26th day of October 2005 and recorded on the 26th day of October 2005 in Book No. None, Page No. None as Document No. 20051102-0005236 in the Official Records of Clark County, in the State of NEVADA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 6655 OCTAVE AVENUE, LAS VEGAS, NV 89139.

The real property described being set forth as follows:

See Attachment

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of March 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$426,296.10, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.000% from the 1st day of February 2010. See below table for additional interest rate and payment effective dates per the modified loan terms. The Borrower promises to make monthly payments according to this schedule beginning on the 1st day of March 2010. If on the 1st day of February 2045 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The payment schedule for this modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-2	2.000%	2/1/2010	Principal and Interest	\$1,412.16	3/1/2010	24
3	3.000%	2/1/2012	Principal and Interest	\$1,628.79	3/1/2012	12
4	4.000%	2/1/2013	Principal and Interest	\$1,856.45	3/1/2013	12
5	4.750%	2/1/2014	Principal and Interest	\$2,032.86	3/1/2014	372

- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

- The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.



6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

*Ruby Davis*  
RUBY DAVIS

12/17/2009  
Date

\_\_\_\_\_  
Date

STATE OF Nevada  
County OF Clark

On 12-17-09

Ruby Davis

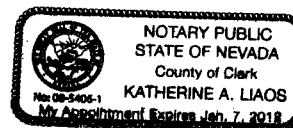
Before me, Katherine A. Liaos Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Katherine A. Liaos*



Do Not Write Below This Line.

\*\*\*\*\*  
THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_ Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Signature

EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Las Vegas, County of Clark, State of Nevada and is described as follows:

Lot 504 in Block 3 of Sonata within Pinnacle Peaks Phase 1, as shown by map thereof on file in Book 112 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.